

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

November 24, 1992

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

NOV 25 1992-3 30 PM

2-330 A02 INTERSTATE COMMERCE COMMISSION

RE: Lease of Railroad Equipment dated as of April 27, 1992 ("Lease") between Helm Financial Corporation and Inland Steel Flat Products Company

Dear Ms. Lee:

Rec No 18008 - A

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

Two (2) fully executed originals of Amendment No. 1 dated September 9, 1992 to the Lease ("Amendment No. 1") between Helm Financial Corporation and Inland Steel Flat Products Company.

In connection with the recording of Amendment No. 1, please note the following information:

Name and Address of Lessor: Helm Financial Corporation
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

Name and Address of Lessee: Incoal Company
3210 Watling Street
East Chicago, IL 46312

Equipment: Sixty-seven (67) Open Top Coal Hopper Railcars
(See Schedule A. for Car Numbers)

Previous ICC Filing: Memorandum of Lease filed with ICC on November 20, 1992, Check No. 13573; Recordation No. to be assigned.

Please file Amendment No. 1 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is included in the enclosed check.

Sincerely,

Maureen Krieg
Maureen Krieg
Contract Administrator

mek
Enclosures (2)

Not Recordation No.

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of April 27, 1992 (the "Lease") between HELM FINANCIAL CORPORATION ("Lessor") and INLAND STEEL FLAT PRODUCTS COMPANY, as assignee of Incoal Company ("Lessee"), is made as of September 9, 1992 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which up to ninety-one (91) open top coal hoppers (the "Unit(s)") were leased by Lessor to Lessee.
- B. Pursuant to Section 13 of the Lease, the rights and obligations of Incoal Company with respect to the Lease were assigned to Lessee on September 1, 1992.
- C. Lessor and Lessee desire that only the sixty-seven (67) Units described in Annex A to the Lease be delivered under the Lease and that the remaining Twenty-Four Units referred to in Section 3 of the Lease be deleted from the Lease.
- D. Lessor and Lessee desire that Lessor be allowed to replace any Unit during the term or any extended term of the Lease.
- E. The parties desire to change the expiration date for the term of the Lease and the monthly rental for the Units.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Lessor may, at its expense, replace any Unit with equipment of similar specification and quality ("Replacement Unit") upon not less than thirty (30) days prior written notice to Lessee; provided, however, that if Lessor elects to replace any Unit, Lessee may, at its expense and within thirty (30) days of notification from Lessor, inspect and accept or reject any Replacement Unit prior to Lessor moving such Replacement Unit to the Delivery Point.
- 4. In the second paragraph on page 1 of the Lease, the words and numerals "up to ninety-one (91)" are hereby deleted and replaced by the words and numerals "sixty-seven (67)."

5. The first paragraph in Section 3 of the Lease is hereby replaced by the following:

"The term of this Lease with respect to each Unit shall commence on the date of delivery and acceptance of such Unit as provided in Paragraph 1 hereof and shall continue in full force and effect through and including ."

6. In the second paragraph of Section 3 the comma (,) after the number 1992 is replaced by a period (.) and the words "until such time that Lessee requests the delivery of the remaining Twenty-Four Units" are hereby deleted.
7. Retroactive to September 1, 1992, Lessee shall pay rent to Lessor for each Unit as follows:
- A. Effective as of September 1, 1992 and continuing through September 30, 1992 the rent shall be _____ per Unit per month.
- B. Effective October 1, 1992 and continuing through the date such Unit is returned to Lessor pursuant to the return provisions of the Lease, the rent shall be _____ per Unit per month.
8. Retroactive to September 1, 1992, "Lease Charges" shall mean the monthly rental for each Unit.
9. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
10. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

HELM FINANCIAL CORPORATION,

By: _____

Title: _____

Date: _____

INLAND STEEL FLAT PRODUCTS
COMPANY

By: _____

Title: Vice President, IS&HRO

Date: September 24, 1992

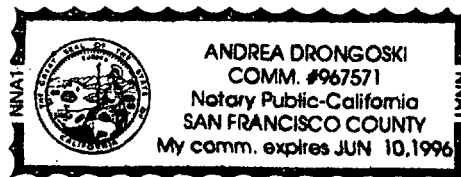
STATE OF CALIFORNIA)
) S
COUNTY OF SAN FRANCISCO)

On this 29 day of September, 1992, before me personally appeared Richard C. Kirchner, to me personally known, who, being by me duly sworn, says that he is President of **HELM FINANCIAL CORPORATION**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Andrea Drongoski
Notary Public

My Commission Expires: 6/10/96

[Notarial Seal]



STATE OF INDIANA)
) S
COUNTY OF PORTER)

On this 24th day of September, 1992, before me personally appeared Fred Rocchio, to me personally known, who, being by me duly sworn, says that he or she is Vice President, IS&HRO of **INLAND STEEL FLAT PRODUCTS COMPANY**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judith A. Brunson
Notary Public
JUDITH A BRUNSON
NOTARY PUBLIC STATE OF INDIANA
PORTER COUNTY

My Commission Expires: MY COMMISSION EXP. JULY 26, 1995

[Notarial Seal]

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-14-01 BY 60322 UCBAW

RECEIVED
JAN 11 1964
U.S. AIR FORCE

Interstate Commerce Commission

Washington, D.C. 20423

11/25/92

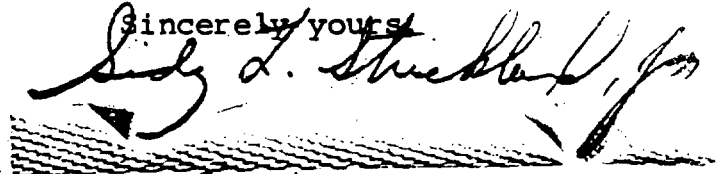
OFFICE OF THE SECRETARY

Maureen Krieg-Contract Adm.
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA. 94111

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/25/92 at 3:30PM , and assigned recordation number(s) . ,14491-D,16527-A and 16740-A.

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)